

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**PAMELA MATUSIAK,**

**Plaintiff,**

**v.**

**EMVLP, LLC, PAR NORTH AMERICA  
INC., TEXAS COLLATERAL  
ADJUSTERS LLC,**

**Defendants.**

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**CIVIL ACTION NO.:  
3:24-CV-01320-K**

**DEFENDANT EMVLP'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT**

Defendant EMVLP, LLC ("EMVLP" or "Defendant") files this Answer to Plaintiff's First Amended Complaint.

**PARTIES**

1. The majority of the allegations in Paragraph 1 are legal conclusions and argument, to which no response is required. Upon information and belief, Defendant admits that Plaintiff resides in Texas.

2. The majority of the allegations in Paragraph 3 are legal conclusions and argument, to which no response is required. Defendant admits that State Farm Bank, F.S.B. issued a loan to Plaintiff for the vehicle at issue, that State Farm Bank has since ceased operations, and that EMVLP, LLC now holds the note and security interest in the vehicle at issue. Defendant otherwise denies the remaining factual allegations contained in Paragraph No. 2 of Plaintiff's Complaint.

3. The majority of the allegations in Paragraph 3 are legal conclusions and argument, to which no response is required. Defendant lacks sufficient information to form a belief as to the truth of the remaining allegations contained in Paragraph No. 3 of Plaintiff's Complaint.

4. The majority of the allegations in Paragraph 4 are legal conclusions and argument, to which no response is required. Defendant lacks sufficient information to form a belief as to the truth of the remaining allegations contained in Paragraph No. 3 of Plaintiff's Complaint.

### **JURISDICTION & VENUE**

5. The allegations in Paragraph 5 are legal conclusions and argument, to which no response is required.

### **FACTUAL ALLEGATIONS**

6. Defendant denies the allegations in Paragraph 6.
7. Defendant denies the allegations in Paragraph 7.
8. Defendant denies the allegations in Paragraph 8.
9. Defendant denies the allegations in Paragraph 9.
10. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 10 of Plaintiff's Complaint.
11. Defendant denies the allegations in Paragraph 11.
12. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 12 of Plaintiff's Complaint.
13. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 13 of Plaintiff's Complaint.
14. Defendant admits that State Farm Bank, F.S.B. issued a loan to Plaintiff for the vehicle at issue and formerly held a security interest in the vehicle at issue.
15. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 15 of Plaintiff's Complaint.
16. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 16 of Plaintiff's Complaint.

17. Defendant admits that State Farm Bank, F.S.B. issued a loan to Plaintiff for the vehicle at issue, that State Farm Bank has since ceased operations, and that EMVLP, LLC now holds the note and security interest in the vehicle at issue. Defendant otherwise denies the allegations in Paragraph No. 17 of Plaintiff's Complaint.

18. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 18 of Plaintiff's Complaint.

19. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 19 of Plaintiff's Complaint.

20. The allegations in Paragraph 20 are legal conclusions and argument, to which no response is required.

21. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 21 of Plaintiff's Complaint.

22. Defendant denies the allegations in Paragraph 22.

23. Defendant admits the allegations in Paragraph 23.

24. Defendant denies the allegations in Paragraph 24.

25. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 25 of Plaintiff's Complaint.

26. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 26 of Plaintiff's Complaint.

27. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 27 of Plaintiff's Complaint.

28. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 28 of Plaintiff's Complaint.

29. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 29 of Plaintiff's Complaint.

30. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 30 of Plaintiff's Complaint.

31. Defendant denies the allegations in Paragraph 31.

32. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 32 of Plaintiff's Complaint.

33. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 33 of Plaintiff's Complaint.

34. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 34 of Plaintiff's Complaint.

35. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 35 of Plaintiff's Complaint.

36. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 36 of Plaintiff's Complaint.

37. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 37 of Plaintiff's Complaint.

38. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 38 of Plaintiff's Complaint.

39. Defendant lacks sufficient information to form a belief as to the truth of the allegations contained in Paragraph No. 39 of Plaintiff's Complaint.

**COUNT ONE**  
**FDCPA CLAIM AGAINST DEFENDANT PAR AND DEFENDANT TCA**

40. Paragraph 40 of Plaintiff's First Amended Complaint incorporates the preceding paragraphs of Plaintiff's First Amended Complaint and warrants no response. To the extent a response is required, Defendant incorporates its responses to Paragraphs 1-39 of Plaintiff's First Amended Complaint as if the same were fully set forth herein.

41. The allegations in Paragraph 41 are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 41.

42. The allegations in Paragraph 42 are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 42.

43. The allegations in Paragraph 43 are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 43. Defendant further specifically denies that Plaintiff is entitled to any of the relief sought by way of this lawsuit.

**COUNT TWO**  
**VIOLATIONS OF THE TEXAS DEBT COLLECTION PRACTICES ACT AGAINST**  
**DEFENDANT WELLS FARGO, DEFENDANT RESOLVION**  
**AND DEFENDANT KEEL RECOVERY**

44. Paragraph 44 of Plaintiff's First Amended Complaint incorporates the preceding paragraphs of Plaintiff's First Amended Complaint and warrants no response. To the extent a response is required, Defendant incorporates its responses to Paragraphs 1-43 of Plaintiff's First Amended Complaint as if the same were fully set forth herein.

45. The allegations in Paragraph 45 are legal conclusions and argument, to which no response is required.

46. The allegations in Paragraph 46 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 46.

47. The allegations in Paragraph 47 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 47.

48. The allegations in Paragraph 48 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 48. Defendant further specifically denies that Plaintiff is entitled to any of the relief sought by way of this lawsuit.

### **COUNT THREE**

#### **CONVERSION AGAINST DEFENDANT EMVLP, DEFENDANT PAR AND DEFENDANT TCA**

49. Paragraph 49 of Plaintiff's First Amended Complaint incorporates the preceding paragraphs of Plaintiff's First Amended Complaint and warrants no response. To the extent a response is required, Defendant incorporates its responses to Paragraphs 1-48 of Plaintiff's First Amended Complaint as if the same were fully set forth herein.

50. The allegations in Paragraph 50 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 50.

51. The allegations in Paragraph 51 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 51.

52. The allegations in Paragraph 52 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 52.

53. The allegations in Paragraph 53 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 53.

54. The allegations in Paragraph 54 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 54.

55. The allegations in Paragraph 55 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 55. Defendant further specifically denies that Plaintiff is entitled to any of the relief sought by way of this lawsuit.

#### **COUNT FOUR**

#### **NEGLIGENCE CLAIM AGAINST DEFENDANT EMVLP DEFENDANT PART, AND DEFENDANT TCA**

56. Paragraph 56 of Plaintiff's First Amended Complaint incorporates the preceding paragraphs of Plaintiff's First Amended Complaint and warrants no response. To the extent a response is required, Defendant incorporates its responses to Paragraphs 1-55 of Plaintiff's First Amended Complaint as if the same were fully set forth herein.

57. The allegations in Paragraph 57 are legal conclusions and argument, to which no response is required. To the extent a response is require, Defendant denies the allegations in Paragraph 57.

58. The allegations in Paragraph 58 are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 58.

59. The allegations in Paragraph 59 are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 59. Defendant further specifically denies that Plaintiff is entitled to any of the relief sought by way of this lawsuit.

### **AMOUNT OF DAMAGES DEMANDED**

60. The allegations in Paragraph 60 of Plaintiff's First Amended Complaint are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 60. Defendant specifically denies that Plaintiff is entitled to any of the relief sought by way of this lawsuit.

61. The allegations in Paragraph 61 of Plaintiff's First Amended Complaint are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 61. Defendant specifically denies that Plaintiff is entitled to any of the relief sought by way of this lawsuit.

62. The allegations in Paragraph 62 of Plaintiff's First Amended Complaint are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 62. Defendant specifically denies that Plaintiff is entitled to any of the relief sought by way of this lawsuit.

63. The allegations in Paragraph 63 of Plaintiff's First Amended Complaint are legal conclusions and argument, to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 63. Defendant specifically denies that Plaintiff is entitled to any of the relief sought by way of this lawsuit.



**JURY DEMAND**

64. Plaintiff's First Amended Complaint contains Plaintiff's Jury Demand, to which no response is required.

**PRAYER**

For these reasons, Defendant prays that, upon final trial and hearing of this lawsuit, Plaintiff take nothing and that Defendant recover its costs, fees, and expenses, and for such other and further relief to which Defendant may show itself justly entitled, both in law and at equity.

Respectfully submitted,

/s/ Matthew C. Sapp

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**ATTORNEYS FOR DEFENDANT**  
**EMVLP, LLC**

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the foregoing document has been served on all counsel of record in accordance with the Federal Rules of Civil Procedure July 9, 2024.

/s/ Matthew C. Sapp

MATTHEW C. SAPP